

Hem # 8

CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION

Date Submitted: October 20, 2006

Agenda Date Requested: November 2, 2006

Time Requested: 15 minutes

To: Mayor and Supervisors

From: Public Works Department Services - Contracts Division

Subject Title: Action to accept Public Works recommendation and accept the Rental Agreement between Carson City Public Works Department and J.S. Cole Company for the **Emergency Rental of a D9T Dozer for the Carson City Sanitary Landfill** in a monthly amount of \$20,500.00 minus a Winter Discount of 10% is \$18,450.00 and a transportation charge of \$4,700.00 for drop-off and \$4,700.00 for pick-up from the Carson City Landfill Equipment Rental Fund 550-6804-441-0445.

Staff Summary: The referenced D-9 Dozer is necessary to mitigate the underground fire in the construction/demolition portion of the Landfill. Attempts to drown the fire without disturbing the waste had no effect. The work must commence immediately in order to begin work this Fall and finalize the work before Spring when fire season begins again. The fire could not be opened up during fire season. Public Works will perform this task at the direction of and in cooperation with Chief Giomi and the Carson City Fire Department Staff.

Type of Action Requested: (Check One)

☐ Resolution

☐ Ordinance

☐ (** Formal Action/motion

☐ Other (Specify)

Does this Action Require a Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to accept Public Works recommendation and accept the Rental Agreement between Carson City Public Works Department and J.S. Cole Company for the **"Emergency Rental of a D9T Dozer for the Carson City Sanitary Landfill"** in a monthly amount of \$20,500.00 minus a Winter Discount of 10% is \$18,450.00 and a transportation charge of \$4,700.00 for drop-off and \$4,700.00 for pick-up from the Carson City Landfill Equipment Rental Fund 550-6804-441-0445.

Explanation for Recommended Board Action: This emergency agreement is entered into following the guidelines of NRS as indicated below.

Rental Estimate: a monthly amount of \$20,800.00 minus a Winter Discount of 10 % is \$18,450.00 and a transportation charge of \$4,700.00 for drop-off and \$4,700.00 for pick-up.

Applicable Statute, Code, Policy, Rule or Regulation: Pursuant to the Requirements of N.R.S., Chapters 332.112.

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Fiscal Impact: Not to exceed a monthly amount of \$20,500.00 and a transportation charge of \$4,700.00 for drop-off and \$4,700.00 for pick-up.

Explanation of Impact: If Approved the above Referenced Account Could Be Decreased by a monthly amount of \$20,500.00.00 minus a Winter Discount of 10% is \$18,450.00 and a transportation charge of \$4,700.00 for drop-off and \$4,700.00 for pick-up.

Funding Source: Funding available for the Rental Agreement is Provided for in FY 2006/2007 Carson City Landfill Equipment Rental Fund 550-6804-441-0445 .

Alternatives: Provide Other Direction Pursuant to Board Action.

Supporting Material: Rental Agreement

Prepared by: Sandy Scott, Contract Coordinator

Reviewed By: [Signature] Date: 10/23/06

Ken Arnold,
Reviewed By: (C/M) [Signature] Date: 10/23/06

Reviewed By (Finance Dir) [Signature] Date: 10/23/06

Reviewed By: (DA) [Signature] Date: 10/23/06

Reviewed By: (Public Development SVCS.) [Signature] Date: 10/23/06

BOARD ACTION:

Motion _____ 1: _____ (Aye) :
2: _____ (Nay)

(Vote Recorded By)

**CARSON CITY, NEVADA
BOARD OF SUPERVISORS**

1 CONTRACT ACCEPTANCE AND EXECUTION:

1.1 The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 2, 2006, approved the acceptance of the attached Rental Agreement hereinbefore identified as and titled "**Emergency Rental of a D9T Dozer for the Carson City Sanitary Landfill**". Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

MARV TELXEIRA, MAYOR

DATED this 2nd day of November, 2006.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 2nd day of November, 2006.

**J.S. COLE CO.****Machinery Rental and Sales****6655 Smith Avenue, Newark, CA 94560 (510) 794-5232 FAX (510) 793-9657****RENTAL AGREEMENT**

THIS AGREEMENT made and entered into this ----- day of -----, 2006, by and between J.S. COLE COMPANY, 6655

Smith Avenue, Newark, CA 94560, hereinafter called the LESSOR, and Carson City Nevada hereinafter called the LESSEE, 3505 Butti Way Carson City Nevada 89701

WITNESSETH

For and in consideration of the covenants and agreements to be kept and performed by the LESSEE, LESSOR hereby leases to the LESSEE the following personal property, hereinafter termed "equipment".

Description of Rental Property (Make, Model, Serial Number)	Stipulated Insurable Value	Single Shift Rental Rate (Monthly Unless Otherwise Shown)
D9T WASTE DISPOSAL	\$ 806,160.00	\$ 18,450.00 Per Month
S/N RSJ00569	Transportation \$4,700.00 Each Way	Carson City Landfill

1. The LESSEE hereby hires and rents from LESSOR said equipment for the guaranteed term of 1-3 Months commencing -----, 2006, renewable thereafter by mutual consent of the LESSOR and LESSEE at the single shift rate indicated above. LESSOR and LESSEE further agree that the above single shift rate is based on a maximum usage of 176 hours within any 30 consecutive day period, and that in the event LESSEE uses said equipment in excess of 176 hours in any 30 consecutive day period, LESSEE shall pay the following extra charges in addition to the single shift rate for that 30 day period: more than 176 but less than 352 hours, 60% of the single shift rate; 352 or more hours, but less than 528 hours (double shift), 50% of the single shift rate; and 528 or more hours (triple shift), 100% of the single shift rate. LESSOR may require payment of these additional charges for excess use at any time, including after the conclusion of this Rental Agreement.

2. LESSEE agrees to pay inbound and outbound transportation charges; and, upon termination of this agreement, to return all of the equipment to the LESSOR'S yard.

3. The LESSEE agrees to take good care of the equipment, to keep the same free and clear of all liens, claims and encumbrances of whatsoever kind, and to keep the same in good order. If the equipment should be lost, destroyed or rendered unfit for service, it is hereby agreed that the LESSEE shall thereupon be obligated to pay the LESSOR the full stipulated insurable value.

4. LESSEE hereby acknowledges that upon its receipt of each item of equipment, the equipment is in good condition and repair, and LESSEE further agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that LESSEE has fully inspected and acknowledged that the equipment is in good condition and repair, and LESSEE is satisfied with and has accepted the equipment in such good condition and repair.

5. LESSEE agrees to provide at his expense: operator, fuel, lubricants, filters, all wearing surfaces such as bucket teeth, end bits, cutting edges, etc.; and LESSEE will provide all daily maintenance including: but, not restricted to air cleaner and all minor mechanical work. LESSOR will be responsible for major power-train repairs. If power train failure is caused by LESSEE operator error, or by not adding oil or water, repairs will be at LESSEE'S expense. In the case of rubber-tired equipment, LESSEE will pay for tread wear in excess of 3/32" per tire per 176 hours at \$ N/A per 1/32" and for any tire damage unwarrantable by the tire manufacturer. In the event of tire failure, resulting in a non-repairable carcass, LESSEE will pay for tread value remaining and there will be an additional disposal fee of \$500.00 for the casing. The charge for a repaired steering axle scraper tire that is no longer suitable for steering axle use will be an additional one-half of the above stated value per 1/32" of remaining tread.

6. LESSEE will at its sole cost and expense maintain broad form commercial general liability and property damage insurance. The coverage limits of the insurance will be not less than \$1,000,000 per occurrence and in the aggregate for claims for bodily injury and property damage, and not less than the Stipulated Insurable Value of the equipment rented for loss or damage to the equipment. J.S. COLE COMPANY shall be named an ADDITIONAL INSURED on the public liability insurance and LOSS PAYEE on the property damage insurance. LESSEE must also provide ALL RISK or SPECIAL FORM coverage. LESSEE shall carry workers' compensation insurance in compliance with all applicable laws. All insurance shall be in form and amount, and with companies, approved by LESSOR, and shall provide that written notice be given to J.S. COLE COMPANY at least 30 days prior to any termination, cancellation, or reduction of coverage. LESSEE will provide LESSOR with Certificates of Insurance with respect to all such insurance prior to delivery of equipment.

7. LESSOR reserves the right to shut down the equipment or remove it from the LESSEE'S job site, if rental payments are not paid within 30 days of the date of any invoice or, in the opinion of LESSOR'S representative, the equipment is being improperly operated, wrongly applied, abused or that the daily preventive maintenance is not being satisfactorily performed by the LESSEE.

8. LESSOR makes no warranties, either express or implied as to any matter whatsoever, including, without limitation, the condition of the equipment, its productivity, or its fitness for any particular purpose. LESSOR and LESSEE acknowledge and agree that LESSOR is not the manufacturer of the equipment, nor the agent of said manufacturer, and that no warranty against patent or latent defects in material or workmanship or capacity is hereby given.

9. LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, including without limitation the manufacture, selection, delivery, possession, use, operation or return of equipment.

10. This agreement is not to be construed as a sale contract or a conditional sale contract. It is understood and agreed that said equipment shall remain personal property at all times, notwithstanding the manner of its annexation to realty.

11. In the event that LESSEE fails to perform anything herein required and/or if any attachment is levied against said equipment, and/or attempted, by a creditor of LESSEE, the LESSOR may, at its option and without notice, enter the premises in which said personal property, or any part thereof is located, and without hindrance, directly or indirectly on the part of the LESSEE, take possession of said equipment, and LESSEE hereby agrees to pay all expenses, including a reasonable attorney's fee, that may be incurred by LESSOR in enforcing this agreement, and/or in collecting the rent provided herein, and/or in repossessing said equipment.

12. The equipment shall not be used in violation of any federal, state or municipal statute, ordinance or regulation, and shall be used only in connection with LESSEE'S business. LESSEE agrees to keep said equipment, during the full period LESSEE is renting same from LESSOR, in LESSEE'S custody and at the location specified herein, and not to remove and/or sublease or re-rent same without the LESSOR'S consent in writing first obtained.

13. LESSEE agrees not to make any changes or modifications to said equipment. LESSEE agrees to pay or reimburse LESSOR, on return of said equipment to LESSOR, for all charges incidental to all breakages, shortages or damage, other than ordinary wear to said equipment, during the term hereof.

14. LESSEE agrees to pay invoices in accordance with their terms. If LESSEE fails to pay any invoice within 30 days thereof, LESSEE agrees to pay a late payment charge at the rate of 1-1/2% per month.

15. The terms and conditions herein set forth are agreed to by LESSEE and LESSOR, and LESSEE acknowledges that he has fully read this agreement and assents to all of its terms and conditions.

16. This agreement shall not be considered in full force until accepted by the LESSOR and executed by its proper officers at Newark, CA.

17. Time is of the essence of this agreement and all of its provisions.

18. It is the sole responsibility of Lessee to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. By signing this contract, Lessee or renter accepts all liabilities and responsibilities contained in the regional notification center law.

ACCEPTED: J.S. COLE COMPANY, LESSORCarson City **SANITARY LANDFILL**
LESSEE

By: _____

By: _____
Signature and Title

No.

J. S. COLE COMPANY

Rental & Sales Estimate

To: Darren Selby	
Attn: Darren Selby	Fax / E-mail: dselby@ci.carson-city .nv.us
Re:	From:
Date:	Pages:

We are pleased to quote rental rates for the following pieces of equipment:

Item	Daily Rate	Weekly Rate	Monthly Rate
D9TWH			
Card Rate 20,500.00 Minus 10%			\$18,450.00
Transportation \$4700.00 each way			\$9,400.00
Total	\$0.00	\$0.00	\$27,850.00

Plus applicable use tax

Item	Daily Rental	Weekly Rental	Monthly Rental
Total	\$0.00	\$0.00	\$0.00

While the J. S. Cole Company can arrange transportation to and from job site, transportation charges are the responsibility of the customer.

Overtime charges are based on 60% of the straight time card rate. Charges for overtime use start after 176 hours on monthly rentals, 40 hours on weekly rentals, and 8 hours on daily rentals.

This estimate is valid for 30 days from the date first issued. Please be advised that while rental rates are quoted, hauling, setup, & dress or undress charges are only estimated and actual costs may vary.

If you have any questions, please feel free to give me a call at _____, or you can reach the main office at (510)-794-5232.

Thank You,

J. S. Cole Company

6655 Smith Ave Newark, CA 94560-4500 Ph: (510) 794-5232 Fax: (510) 793-9657